

Attachment R

Declaration of Darwin Gonzalez Rodriguez

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Pursuant to 28 U.S.C. § 1746

I, Darwin Gonzalez Rodriguez, hereby declare and state as follows:

1. I am a U.S. Citizen over the age of eighteen and reside in Snellville, Georgia.

2. I have personal knowledge of the following facts, to which I could and would testify to if I were called to testify as a witness.

3. In the summer of 2017, I bought a Nissan Pathfinder from U.S. Auto and I financed the purchase with a loan from U.S. Auto. After I purchased my vehicle, I was put on a monthly payment plan to pay off my car note.

4. I made consistent on-time payments from the time I purchased my vehicle to July 2018. In July 2018 I missed my first payment and U.S. Auto turned off my vehicle via a kill switch. Before I missed that payment, I called U.S. Auto and spoke to a representative to tell them that I would not be able to pay my car note for that month as I had not gotten my paycheck yet. I told the representative that I would make a payment after I received my check. The representative told me that I would get a 2-to-3-day grace period before my vehicle was disabled. But U.S. Auto nonetheless went ahead and disabled my car right after I spoke to the representative. My car was disabled for two days and during those two days my wife drove me from my home to my job and vice versa.

5. U.S. Auto also repossessed my car when they shouldn't have, on August 18, 2019. I discovered my car was repossessed when I had walked outside my house and saw that my car was not there. After I found out that my car had gotten repossessed, I had to wait until the next day before I got my car back from the tow truck company. U.S. Auto should not have repossessed the car because I had paid my car note for that month. I called U.S. Auto spoke to a representative and asked why my car was repossessed when I paid my car note for the month. The representative confirmed that my car should not have been repossessed and I had to go pick up my car from the tow truck company and pay a repossession fee which was about \$50. I also had to take four Ubers when my car was repossessed. It cost \$50 to take an Uber round trip from my house to my job. It cost me another \$50 to take an Uber to the tow truck company and back home when the tow truck

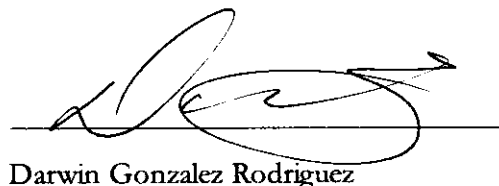
1 company told me to pick up my car later that day. The whole experience was terrible and
2 frustrating. I was angry that U.S. Auto made this mistake because my car was repossessed, and I had
3 to pay a repossession fee to get it back.

4 6. In February 25, 2020, I gave up on making payments for my car because the vehicle
5 no longer worked due to mechanical issues. At this point I wanted U.S. Auto to take my vehicle
6 because I could no longer use it. U.S. Auto took my car and it remains with U.S. Auto up until
7 today.

8 7. I was negatively impacted due to the repossession and disabling of my car because
9 when I did not have my car, my wife had to drive me to work, or I would have to take an Uber. This
10 was not only a great inconvenience, but it cost me money I had to spend out of my own pocket
11 when I did nothing wrong.

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13 I declare under penalty of perjury that the foregoing is true and correct.

14 Executed on November 10th, 2023.

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Darwin Gonzalez Rodriguez